



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 4, 2012

IN REPLY PLEASE
REFER TO FILE:

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

54-C September 4, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**INTEGRATED COUNTYWIDE STORMWATER
FLOW NETWORK
ACCEPT GRANT FUNDING
FROM THE UNITED STATES GEOLOGICAL SURVEY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to accept grant funding from the United States Geological Survey for the integration of the Los Angeles County Stormwater Drainage Network into the National Hydrography Dataset project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept \$50,000 of grant funding from the United States Geological Survey Non-Competitive Assistance Grant Program to assist in funding the integrated Countywide stormwater flow network for Fiscal Year 2012-13.
2. Authorize the Director of Public Works or her designee to accept \$59,000 of grant funding in Fiscal Year 2013-14 from the United States Geological Survey Non-Competitive Assistance Grant Program to assist in funding the integrated Countywide stormwater flow network.
3. Authorize the Director of Public Works or her designee to conduct business with the United States Geological Survey on any and all matters related to this grant,

including executing a cooperative grant agreement and signing requests for reimbursement for and on behalf of your Board.

4. Authorize the Director of Public Works or her designee to approve and execute renewals and amendments, if necessary, to this grant, including extensions of time, termination of the grant, minor changes in project scope, and alterations in the project budget or grant amount within the amount of the Director's delegated authority, subject to the approval of such documents by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to accept a grant from the United States Geological Survey (USGS) allowing the Los Angeles County Flood Control District (LACFCD) to combine the County's Storm Drain Network with the National Hydrography Dataset (NHD) to form a seamless, integrated Countywide stormwater flow network from source to ocean.

The estimated cost of the project is \$109,000. Execution of the funding agreement with USGS will result in funding of \$50,000 to offset the project costs in Fiscal Year 2012-13. The USGS has indicated that it will provide \$59,000 in grant funding in Fiscal Year 2013-14.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) by utilizing a collaborative effort to implement projects and Fiscal Sustainability (Goal 2) by actively seeking external funding sources.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated cost of the project is \$109,000, and it is estimated to be completed in Fiscal Year 2013-14. Financing for this project is included in the Fiscal Year 2012-13 Flood Fund Budget. The funding from the USGS for this project will be used to reimburse the LACFCD up to \$50,000 in Fiscal Year 2012-13 and \$59,000 in Fiscal Year 2013-14.

The Honorable Board of Supervisors
September 4, 2012
Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed grant agreement has been reviewed and approved by County Counsel as to form. The grant agreement will be executed upon your Board's approval.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b), Subsections (4) and (5), of the California Environmental Quality Act (CEQA) Guidelines, the proposed action does not constitute a project and, therefore, is not subject to the requirements of CEQA. This exception provides for the authorization to accept a grant since it is a fiscal activity and does not involve any commitment to any specific project that may have a potentially significant impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact on other County services or projects.

CONCLUSION

Please return two adopted copies of this letter to the Department of Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,



GAIL FARBER
Director of Public Works

GF:SGS:hp

Enclosure

c: Auditor-Controller (Accounting Division - Asset Management)
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

Grant and Cooperative Agreement

CHOOSE ONE:

☒ COOPERATIVE AGREEMENT

☐ GRANT

CHOOSE ONE:

☐ EDUCATION

☐ FACILITIES

☒ RESEARCH

☐ SDCR

☐ TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER G12AC20201		2. SUPPLEMENT NUMBER		3. EFFECTIVE DATE 09/20/2012		4. COMPLETION DATE 07/30/2013	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) LOS ANGELES, COUNTY OF Attn: ATTN GOVERNMENT POC P.O. BOX 1460 ALHAMBRA CA 91802-1460				6. ISSUED BY USGS OAG SACRAMENTO ACQUISITION BR. Mailing Address: MODOC HALL, CSUS 3020 STATE UNIVERSITY DRIVE EAST SACRAMENTO CA 95819-6027			
7. TAXPAYER IDENTIFICATION NO. (TIN)				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Marianne Jeffers 626-458-7113 mjeffers@dpw.lacounty.gov			
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.							
10. RESEARCH, PROJECT OR PROGRAM TITLE Integration of the Los Angeles County Storm Water Drainage Network into the NHD							
11. PURPOSE See Project Description							
12. PERIOD OF PERFORMANCE (Approximately) 09/20/2012 through 07/30/2013							
13A.		AWARD HISTORY		13B.		FUNDING HISTORY	
PREVIOUS		\$0.00		PREVIOUS		\$0.00	
THIS ACTION		\$50,000.00		THIS ACTION		\$50,000.00	
CASH SHARE		\$0.00		TOTAL		\$50,000.00	
NON-CASH SHARE		\$0.00					
RECIPIENT SHARE		\$0.00					
TOTAL		\$50,000.00					
14. ACCOUNTING AND APPROPRIATION DATA 01							
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS	
0020008832							
15. POINTS OF CONTACT							
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS			
TECHNICAL OFFICER	Drew Decker		619-225-6430	ddecker@usgs.gov			
NEGOTIATOR							
ADMINISTRATOR	Joyce Stevenson		916-278-9344	jstevenson@usgs.gov			
PAYMENTS							
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: US Geological Survey Research and Data Collection 43 USC 31 and 43 USC 36c,d							
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT				18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> PROVISIONS <input checked="" type="checkbox"/> SPECIAL CONDITIONS <input checked="" type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS			
UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT			
CONTRACTING/GRANT OFFICER Joyce Stevenson		DATE		AUTHORIZED REPRESENTATIVE		DATE	

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	<p>CFDA Number: 15.808</p> <p>DUNS Number: 625211490+0000</p> <p>Integration of countywide storm water drainage network into high resolution National Hydrography Dataset (NHD). Funds recipient will be Los Angeles County Department of Public Works which manages the storm water drainage network. Deliverable will be a seamless integrated dataset allowing water flow to be traced throughout Los Angeles County. Adds 4,400 linear miles of hydrography flowlines to NHD within County. Delivery Location Code: 0006366928</p> <p>USGS NGTOC</p> <p>MS 510</p> <p>Denver CO 80225 US</p> <p>Account Assignment: K G/L Account: 6100.411C0</p> <p>Business Area: G000 Commitment Item: 411C00 Cost Center: GGHIEF0000 Functional Area: GE0300000.460000 Fund: 123G0804MD Fund Center: GGHIEF0000 Project/WBS: GX.12.EF00.0MCP2.00 PR Acct Assign Line: 01</p> <p>Period of Performance: 09/20/2012 to 07/30/2013</p> <p>CA Los Angeles County NHD</p> <p>Obligated Amount: \$50,000.00</p> <p>The total amount of award: \$50,000.00. The obligation for this award is \$50,000.00.</p>				50,000.00

A Cooperative Agreement Number G12AC20201
Between
The U.S. Geological Survey
National Geospatial Technical Operations Center
And
The County of Los Angeles Department of Public Works

ARTICLE I: STATEMENT OF JOINT OBJECTIVES

The US Geological Survey (USGS) and the County of Los Angeles Department of Public Works (DPW) are mutually interested and desire to cooperate in research to integrate their countywide flood water drainage network into the national high resolution National Hydrography Database (NHD).

ARTICLE II: PROJECT DESCRIPTION - 0020008832
INTEGRATION OF THE LOS ANGELES COUNTY STORM WATER DRAINAGE
NETWORK INTO THE NATIONAL HYDROGRAPHY DATASET

Introduction

The Los Angeles County Department of Public Works (DPW) is responsible for public infrastructure and municipal services for over ten million residents across the 4,000 square miles of Los Angeles County. DPW works on the design, construction, operation, maintenance, and repair of roads, bridges, airports, sewers, water supply, flood control, water quality, and water conservation facilities and for the design and construction of capital projects.

Hydrography is a major factor in DPW's responsibilities and DPW has been charged with monitoring all water flow throughout the county. This responsibility means the agency must be able to trace water flow from sources high in the mountains until water leaves the County into the ocean or into adjacent counties (see Figure 1). Current NHD does a good job of capturing natural surface water flow. However, for much of the urban built up areas in Los Angeles (as well as urban areas elsewhere) the surface water becomes part of the storm water drainage network and is no longer represented by NHD. DPW wants to combine the two datasets and construct a seamless, integrated water flow network across the County from source to ocean.

Background

A look at the current 1:24,000-scale NHD for Los Angeles County shows a trait common to many urban hydrographic networks. Outside the urban area, the natural drainage network is well represented by NHD. Whereas within these built up regions, little natural drainage can be observed. This is compounded by the built up region being concentrated in areas with less relief so that there is reduced natural drainage density. For Los Angeles County, this discrepancy is even more apparent as the rugged

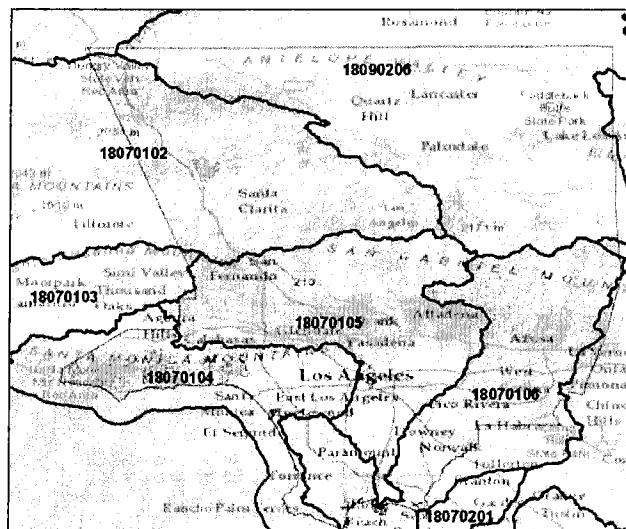


Figure 1. Arrangement of 8-digit subbasins over Los Angeles County.

terrain above the cities displays a dense network of natural flowlines.

DPW maintains a 4,400 linear mile countywide GIS-compatible storm water network ready for further work with NHD. The DPW database contains the majority of the storm water features for the County; and more are being added as DPW works with more municipalities. The project aim is to integrate the two datasets so that NHD is extended to include the County's storm water network while providing a mechanism for DPW to continuously update its detailed storm water features containing numerous attributes beyond those needed for NHD. DPW's GIS datasets, including their "storm drain geometric network" can be found on their website here:

gis.dpw.lacounty.gov/oia/index.cfm? Figures 2 and 3 show the extent of high resolution NHD in Los Angeles along with the storm water line features maintained by DPW.

Project Description

A complete integration of the two data networks can be considered around several major points.

1. Physically connect the two networks along where they meet. This typically occurs along the transition from the San Gabriel Mountains foothills to the flatter built up areas. Furthermore, there are few connection points relative to the extent of the two networks.
2. Determine which storm water features are appropriate for use in the National Hydrography Dataset and build a "translator" (or crosswalk) that will selectively filter the storm water features and/or attributes to not overpopulate the information in the NHD.
3. Conflate the appropriate input storm water network elements so that they may be merged with the surrounding NHD. Typically, the existing high resolution NHD data is the source with the local-level data (DPW in this case) acting as target data. However, much of LA County has no existing NHD for conflation; but there is abundant DPW data which can be directly imported into NHD. Many processes associated with this are automated, such as allocating reachcodes.
4. Determine how best to build the resulting National Hydrography Dataset version of the data with the possibility that there may be one full-content version for local use and one reduced-content version for national use. For example, USGS may initially import more features than can be immediately loaded into NHD, yet these additional features may become part of a broader NHD network in the future.
5. Use available information to improve the USGS Watershed Boundary Dataset drainage basin delineations for the area.

The project should also provide guidance on answering longer term issues. Although these are not part of the initial integration of the two water networks, these issues will be present in future management of the data.

- Examine how to facilitate future storm water edits into NHD. This is a case of two separate networks with some features and attributes in common. When changes are made to one network, how best are applicable changes transferred to the other network? Two possible methods are to use the NHD toolsets to update

DPW storm drain network or to use existing DPW tools to update the storm water network and then transfer selected features/attribute to USGS for inclusion in NHD.

- A further aim is to look at the scope of stewardship for the Los Angeles region. What other organizations and projects are generating data and how might this be used to update NHD?

Once completed, this network integration will offer numerous benefits to the NHD Community:

- This project will provide updated NHD data for Los Angeles County
- Helps USGS test and revise NHD model so that it can more effectively represent urban and storm water hydrography
- Provides an additional example on how storm water drainage can be merged with NHD (builds on Twin Cities exercise. See: www.metrocouncil.org/planning/environment/NHUpdateTCMA.pdf)
- Will provide process steps and guidance for future cases in integrating storm water networks. Storm water management is an important function for municipal and county government. NHD users have reported that including storm water in NHD will increase local government awareness of, and participation in, NHD maintenance

Project Achievements

DPW will:

- Learn to use the NHD GeoEdit and GeoConflation tools. Instruction will be provided at DPW by USGS NHD staff. The GeoEdit tool allows for basic maintenance of all NHD water features. The GeoConflation tool allows existing hydrographic networks to be prepared for integration into the NHD network. The NHD tools include other processes that focus on outside existing data, such as Import Geometry, that may be applied to the DPW data
- Consult with USGS on best features to merge and consider modifications to datasets (e.g. if features are present in both dataset, which one is used? Are there new features that either dataset consider adding or modifying?)
- Identify connection points between the storm water network and NHD. Make edits to both datasets to ensure hydro features are up to date
- Use the NHD Conflation and other NHD Geo Edit tools (such as import geometry) to migrate selected portions of the storm water drainage network into NHD. Appropriate points, lines, and polygons features merged into the high resolution (1:24,000-scale) version of the subbasins within Los Angeles County
- Connect two networks and check geometric connectivity
- Ensure the desired storm water network will build a functioning geometric network
- Develop crosswalk table between storm water and NHD network attribution. This will link like features (certain flowlines and waterbodies) and their appropriate attributes (names, feature type) associated with both networks
- Work with USGS to develop a set of procedures that can be applied in the future to incorporate similar hydrographic networks. This includes other storm water networks

but the rules could also aid in related water networks such as water transfer (aqueducts), water supply, and sewage

- Recommend feature/attribute filtering algorithms for reducing the content in a national version

USGS will (STATEMENT OF SUBSTANTIAL FEDERAL INVOLVEMENT):

- Provide \$50,000 for work conducted in federal FY2013 toward this project
- Provide on-site training for both the NHD Geo Edit and Conflation tools
- Consult with DPW as needed (e.g. to discuss features to integrate into NHD)
- Modify NHD model if needed to better integrate with storm water networks (possible focus on channelized streams and debris basins)
- Provide QA of final hydrography data delivery as an NHD product
- Integrate revised Los Angeles NHD data into national database
- Integration of new and revised water features names into GNIS
- Build a translator tool for selectively filtering feature/attribute information within USGS
- Make the national version dataset publicly available

Points of Contact

Los Angeles County

Marianne Jeffers, PLS
Section Head, Mapping and GIS Services Section
900 S Fremont Avenue
Alhambra, CA 91803
(626) 458-7113
mjeffers@dpw.lacounty.gov

Jeff Wingate, PE
900 S Fremont Avenue
Alhambra, CA 91803
(626) 458-7396
jwingate@dpw.lacounty.gov

U.S. Geological Survey

Drew Decker
Geospatial Liaison for Arizona and Southern California
4165 Spruance Road, #200
San Diego, CA 92101
(619) 225-6430
ddecker@usgs.gov

Carol Ostergren
Geospatial Liaison for Northern California and Nevada
3020 State University Drive East, Suite 3005
Sacramento, CA 95819
(916) 278-9510

costergren@usgs.gov

Hank Nelson
NHD Region 1 technical support point of contact
Denver, CO
(303) 202-4448
hpnelson@usgs.gov

Leigh Ann Davison (for administrative and billing questions)
NGP Partnerships and External Coordination
345 Middlefield Road MS 531
Menlo Park, CA 94025
(650) 329-4268; (650) 329-5546 (fax)
ldavison@usgs.gov

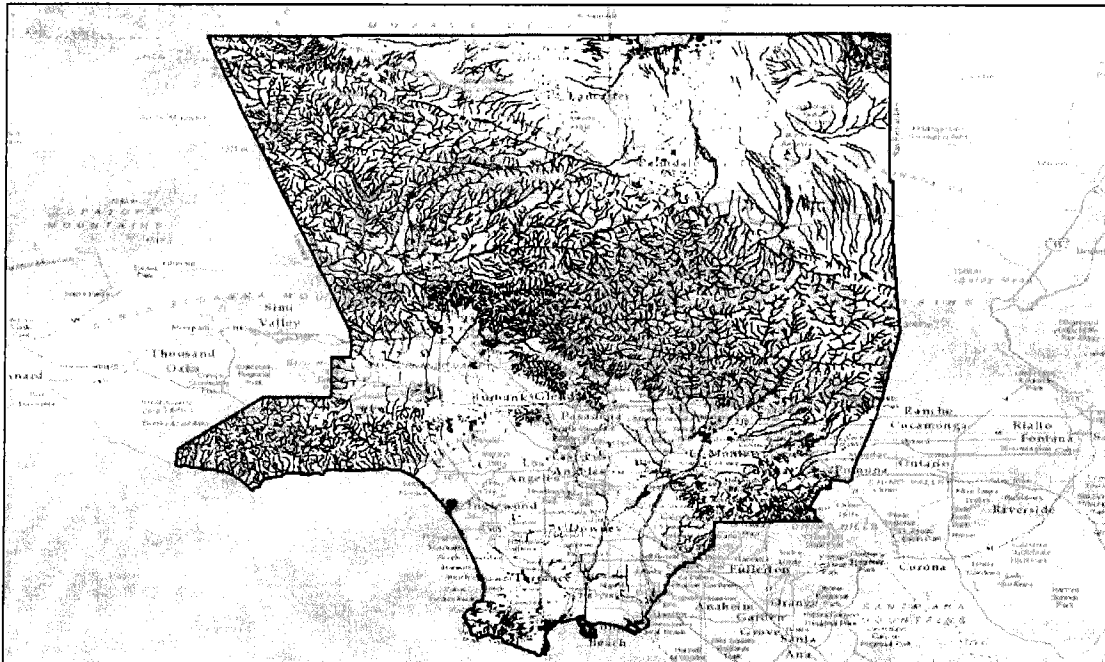


Figure 2. Current high resolution NHD extent in Los Angeles County.

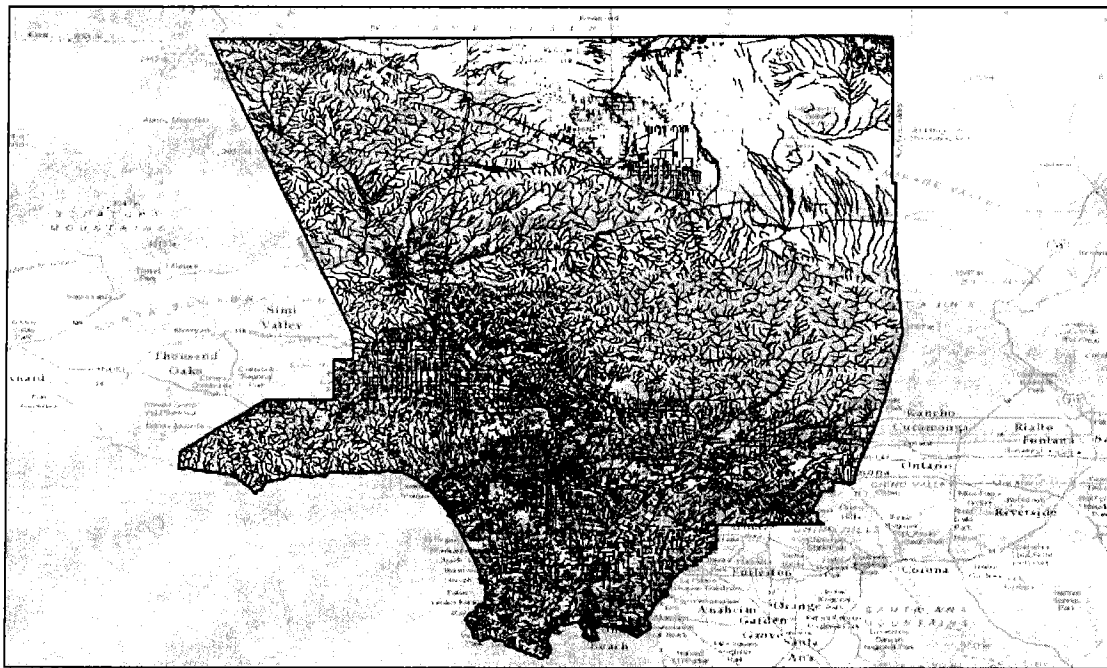


Figure 3. Illustration of Los Angeles County storm drain network combined with NHD.

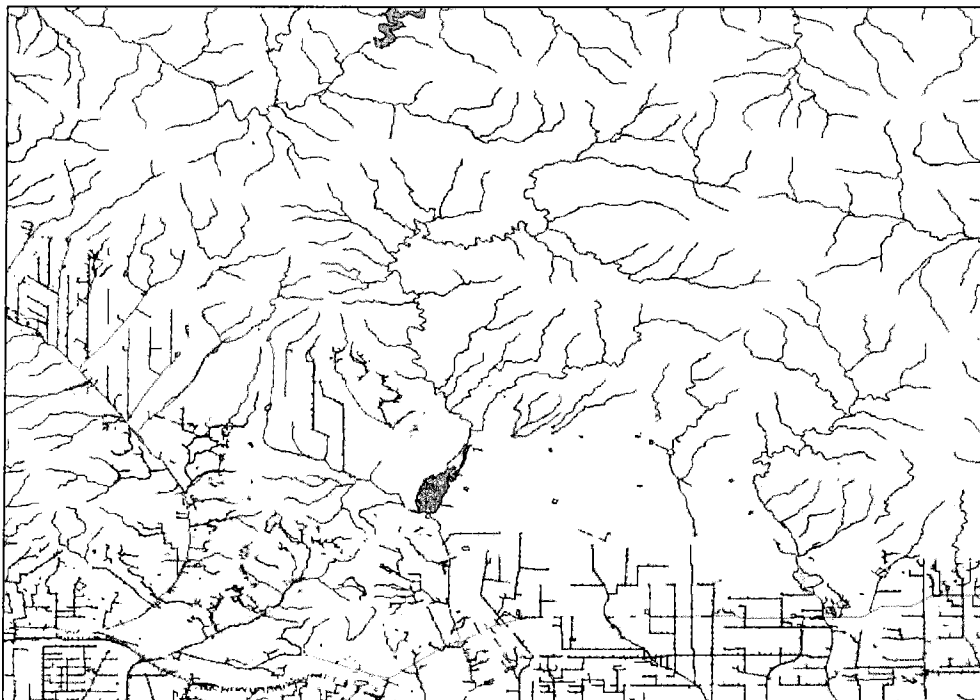


Figure 4. Focus on area where NHD and DPW networks join.



Figure 5. Image background showing drainage basins among network connection points.

Key Personnel

The personnel named below are hereby identified as key personnel and are considered essential to the work being performed hereunder.

Name	Title	Estimated Level of Effort
Marianne Jeffers	Principal Investigator	10%

ARTICLE III: FINANCIAL SUPPORT

Financial support for research efforts conducted under this Agreement is hereby obligated by the USGS in the amount of **\$50,000.00**, in accordance with the Recipient's Application for Federal Assistance (SF 424) and the Recipient's Budget Information – Non-Construction Programs (SF 424A), dated **06/27/2012**. The Government's obligation to make payment to the Recipient is limited to only those funds obligated by this Agreement or by written modification to this Agreement; nothing in this Agreement authorizes the Recipient to incur costs in excess of the agreed upon costs as set forth herein.

Pre-Agreement Costs

In accordance with 2 CFR 225 App. B section 31, the Recipient shall be entitled to reimbursement of costs incurred prior to the effective date of this Agreement which are directly pursuant to the negotiation and in anticipation of the Agreement to the extent that such costs are necessary to comply with the proposed delivery schedule or period of performance and which, if incurred after this Agreement had been entered into, would have been reimbursable under the cost principles applicable to the Recipient as outlined in Article VIII. Notwithstanding these 'pre-agreement' costs, the USGS' total obligation shall not exceed the amount obligated by this Agreement.

Revision of Budget or Project Description (Changes)

Any proposed change which requires the prior written approval of the USGS shall be submitted in writing to the Contracting Officer thirty (30) days prior to the requested effective date of the proposed change.

The following changes require prior written approval by the Contracting Officer:

- 1) Any revision which would result in the need for additional funding.
- 2) Any revision to the scope or objective(s) of this Agreement, regardless of whether there is an associated budget revision.

- 3) Any change to “key personnel” specified in Article II.
- 4) Unless described in the application and approved by the execution of this Agreement, the subaward, subcontracting, or transfer of any portion of this Agreement, except for the purchase of material, supplies, equipment, or general support services.
- 5) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
- 6) If the total value of this Agreement exceeds \$100,000.00, cumulative transfers among direct cost categories or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten (10) percent of the total value of this Agreement.
- 7) For institutions of higher education, hospitals, or other non profits; or organizations for profit, individuals, or “other” organizations or entities not otherwise classified, the inclusion of costs that require prior approval in accordance with the cost principles applicable to the Recipient as outlined in Article VIII.
- 8) For institutions of higher education, hospitals, or other non profits; or organizations for profit, individuals, or “other” organizations or entities not otherwise classified, the absence for more than three (3) months, or a twenty-five (25) percent reduction in the time devoted to this Agreement, by the approved project director or principal investigator.
- 9) For state, local, or Indian tribal governments, the need to extend the period of availability of funds.

The Contracting Officer will respond to the change request within thirty (30) days of receipt.

ARTICLE IV: PAYMENT AND FINANCIAL REPORTING

A. PAYMENT

Payments under financial assistance awards must be made using the Department of the Treasury Automated Standard Application for Payments (ASAP) system www.asap.gov).

- a. The Recipient agrees that it has established or will establish an account with ASAP. USGS will initiate enrollment in ASAP. If the Recipient does not currently have an ASAP account, they must designate an individual (name, title, address, phone and e-mail) who will serve as the Point of Contact (POC).
- b. With the award of each grant/cooperative agreement, a sub-account will be set up from which the Recipient can draw down funds. After recipients complete enrollment in ASAP and link their banking information to the USGS ALC

(14080001), it may take up to 10 days for sub-accounts to be activated and for funds to be authorized for drawdown in ASAP.

c. Inquiries regarding payment should be directed to:

Regional Finance Center	Time Zone	Phone Number	Business Hours	Mailing Address
Philadelphia	Eastern	(215) 516-8021	7:30 a.m - 4:00 p.m.	P.O. Box 51317 Philadelphia, PA 19115-6317
Kansas City	Central	(816) 414-2100	7:30 a.m - 4:00 p.m.	P.O. Box 12599-0599 Kansas City, MO 64116-0599
San Francisco	Mountain or Pacific	(510) 594-7182	7:30 a.m - 4:00 p.m.	P.O. Box 24700 Oakland, CA 94623-1700

d. Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.

B. Cash Management and Financial Reporting Requirements

1. Annual Financial Reports.

The recipient will submit annual STANDARD FORM 425, FEDERAL FINANCIAL REPORT(S) for each individual USGS award. The SF 425 is available at - http://www.whitehouse.gov/omb/grants_forms. The SF 425 will be due ninety (90) calendar days after the grant year (i.e., 12 months after the approved effective date of the grant agreement and every 12 months thereafter until the expiration date of the grant agreement). USGS acknowledges that this annual reporting schedule may not always correspond with a specific budget period. The SF 425 must be submitted electronically through the FedConnect Message Center (www.fedconnect.net). If after 90 days, recipient has not submitted a report, the recipient's account in ASAP will be placed in a manual review status until the report is submitted.

2. Final Financial Report.

a. The recipient will liquidate all obligations incurred under the award and submit a final STANDARD FORM 425, FEDERAL FINANCIAL REPORT through FedConnect (www.fedconnect.net) no later than 90 calendar days after the grant/cooperative agreement completion date. The SF 425 is available at - http://www.whitehouse.gov/omb/grants_forms. Recipient will promptly return any unexpended federal cash advances or will complete a final draw from ASAP to obtain any remaining amounts due. Once 120 days has passed since the grant/agreement completion date, the ASAP subaccount for this award may be closed by USGS at any time.

b. Subsequent revision to the final SF 425 will be considered only as follows –

- (i) When the revision results in a balance due to the Government, the recipient must submit a revised final Federal Financial Report (SF 425) and refund the excess payment whenever the overcharge is discovered, no matter how long the lapse of time since the original due date of the report.
- (ii) When the revision represents additional reimbursable costs claimed by the recipient, a revised final SF 425 may be submitted to the Contracting Officer with an explanation. If approved, the USGS will either request and pay a final invoice or reestablish the ASAP subaccount to permit the recipient to make a revised final draw. Any revised final report representing additional reimbursable amounts must be submitted no later than 1 year from the due date of the original report, i.e., 15 months following the agreement completion date. USGS will not accept any revised SF 425 covering additional expenditures after that date and will return any late request for additional payment to the recipient.

ARTICLE V: TERM OF THE AGREEMENT

This Agreement shall become effective upon the date of signature by the USGS Contracting Officer and shall remain in effect until **July 30, 2013** unless sooner terminated in accordance with those provisions applicable to the Recipient as outlined in Article VIII.

This Agreement may be modified or extended at any time by mutual written consent of the parties. In no event shall the total term of this Agreement exceed five (5) years.

ARTICLE VI: PROJECT INFORMATION SYSTEMS

Records and reports shall be maintained by the Recipient in accordance with those provisions applicable to the Recipient as outlined in Article VIII. The Recipient shall permit the USGS, the Inspector General of the Department of the Interior, the Comptroller General of the United States, or any of their authorized representatives, the right to examine all records, books, papers or documents relating to this Agreement.

Publications – Acknowledgement

The Recipient shall place an acknowledgment of USGS support on any publication written or published with such support and, if feasible, on any publication reporting the results of, or describing, a supported activity. An acknowledgment shall be to the effect that:

The project described in this publication was supported by Grant/Cooperative Agreement Number **G12AC20201** from the United States Geological Survey.

Publications – Library Deposit

Ten (10) copies of any publication produced under this Agreement shall be provided to the Program Officer for deposit in the U.S. Department of the Interior Natural Resources and USGS libraries. This requirement does not apply to journal articles.

Performance Reports

The Recipient shall submit annual performance reports to the designated office yearly, notwithstanding that this Agreement may provide for payment on a more frequent basis. This report is due no later than 90 days after the close of the period covered by the report. In the event that the term of this Agreement is less than one (1) year in duration, a single annual report (final report) shall be required no later than 90 days after completion of this Agreement.

The annual reports shall include the following information:

A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.

Reasons why established goals were not met, if appropriate.

Other pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

Between the required performance reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Recipient shall inform the USGS as soon as the following types of conditions become known:

Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any Federal assistance needed to resolve the situation.

Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

ARTICLE VII: PROPERTY MANAGEMENT AND DISPOSITION

Any property provided by the USGS or acquired by the Recipient with funds from this Agreement shall be managed and disposed in accordance with those provisions applicable to the Recipient as outlined in Article VIII. No property shall be disposed of without written consent by the USGS Contracting Officer.

NO property will be provided at the time of award.

ARTICLE VIII: GENERAL PROVISIONS

General Regulations and Requirements

The Recipient shall comply with the following:

A. Educational Institutions

- OMB Circular A-21, Cost Principles for Educational Institutions, as implemented in 2 CFR 220
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

B. State, Local, and Indian Tribal Governments

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, as implemented in 2 CFR 225
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as implemented in 43 CFR Part 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

C. Non-Profit Organizations

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, as implemented in 2 CFR 230, except recipients listed in Appendix C to 2 CFR 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

D. Organizations for Profit, Individuals, and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

Additionally, this Agreement is subject to the following Government-wide regulations:

- 2 CFR 180, Government Debarment and Suspension (Nonprocurement)

And the following regulations of the U.S. Department of the Interior:

- 2 CFR 1400: Nonprocurement Debarment and Suspension
- 43 CFR Part 12, Subpart E: Buy American Requirements for Assistance Programs
- 43 CFR Part 17, Subpart A: Nondiscrimination on the Basis of Race, Color, or National Origin
- 43 CFR Part 17, Subpart B: Nondiscrimination on the Basis of Handicap
- 43 CFR Part 17, Subpart C: Nondiscrimination on the Basis of Age
- 43 CFR Part 17, Subpart E: Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of the Interior
- 43 CFR Part 18, New Restrictions on Lobbying
- 43 CFR Part 41, Nondiscrimination on the basis of sex in education programs or activities receiving Federal financial assistance (*applies if this Agreement provides assistance to an education program or activity, whether or not the recipient is an educational institution*)
- 43 CFR Part 43, Governmentwide Requirements for Drug Free Workplace

Buy American Act

The Recipient is subject to the requirements of 43 CFR Part 12, Subpart E entitled “Buy American Requirements for Assistance Programs.” Additionally, in accordance with Title III, sections 307(b) and 307(d) of H.R. 3423, incorporated by cross-reference in the conference report to H.R. 3194, enacted as the FY 2000 Consolidated Appropriations Bill, Public Law 106-113, the following provision is included:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in FY 2000 and thereafter, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

Metric System of Measurement

In accordance with 43 CFR §12.915 and Executive Order 12770, entitled “Metric Usage in Federal Government Programs,” the following provision is included:

All progress and final reports, other reports, or publications produced under this Agreement shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Recipient may use non-metric measurements to the extent the Recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the Recipient, such as when foreign competitors are producing competing products in non-metric units.

Anti-Lobbying

The Recipient is subject to the requirements of 43 CFR Part 18, entitled “New Restrictions on Lobbying.” Additionally, in accordance with Division A, Title IV, section 402 of H.R. 2996, enacted as the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2010, Public Law 111-88, the following provision is included:

No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. §1913.

Use of Government-Owned Vehicles

- (a) When it is in the interests of the parties, and with the concurrence of the USGS Contracting Officer, the USGS Program Officer may authorize the Recipient to use a Federal Government-owned vehicle (GOV) to perform work within the scope of this Agreement. The specific GOV provided and the periods of use by the Recipient are subject to availability and the mutual agreement of the parties.
- (b) GOVs may only be used by bona fide employees of the Recipient for performance of work within the scope of this Agreement. Recipient employees shall not use any GOV for commuting to and from home and shall not store any GOV other than at the worksite except as required to perform fieldwork under the scope of this Agreement and with written authorization of the USGS Program Officer.
- (c) Before any Recipient employee drives a GOV, the employee's supervisor must assure that the employee is at least 18 years of age, has a valid license to drive the type of vehicle to be used and a clean driving record, and understands all applicable state, local and federal (including USGS) laws and regulations.
- (d) Before the first use of a GOV under this Agreement, the Recipient shall provide the

USGS Contracting Officer with proof of liability insurance or self insurance for at least the following coverage: \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury; and \$20,000.00 per occurrence for property damage. Subject to the limitations and conditions of any state or local laws limiting tort claims, the Recipient agrees to accept responsibility for all tort claims resulting from accidents occurring while the GOV is under the control of Recipient employees. In the event of an accident while the GOV is in use by a Recipient employee, the Recipient shall immediately submit a report using Standard Form 91, Operator's Report of Motor Vehicle Accident, and 91A, Investigative Report of Motor Vehicle Accident, or equivalent forms to the USGS Contracting Officer.

(e) Reimbursement of reasonable costs for fuel and/or emergency supplies required to safely operate the GOV and necessary to perform work within the scope of this Agreement are allowable in accordance with the cost principles applicable to the Recipient as outlined in Article VIII. The USGS will provide the GOV's preventive maintenance and related supplies unless otherwise agreed to.

(f) Use of a GOV is subject to OMB Circular A-110, part 33, regarding the use of Federal Government-owned controlled property, 41 CFR 101-39.2 and 39.3, 41 CFR 102-34, US Geological Survey Manual Chapters 409.1 and 451.1, and all applicable state and local laws and regulations.

Seat Belt Use

In accordance with 43 CFR §12.2 and Executive Order 13043, entitled "Increasing Seat Belt Use in the United States," the following provision is included:

Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

Use of U.S. Flag Air Carriers

Any air transportation to, from, between or within a country other than the U.S. of persons or property, the expense of which will be paid in whole or in part by U.S. Government funding, must be performed by, or under a code-sharing arrangement with, a U.S. flag air carrier if service provided by such a carrier is "available" (49 U.S.C. §40118, commonly referred to as the Fly America Act). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number. See the Federal Travel Regulation §301-10.131 - §301-10.143 for definitions, exceptions, and documentation requirements. (See also Comp. Gen. Decision B-240956, dated September 25, 1991.)

Activities on Private and Other Non-Federal Lands

Paragraph (a) applies only if this Agreement is funded in whole or in part by funds appropriated by Congress for "biological research activity." Paragraph (b) applies to all Agreements.

(a) Funds provided for the biological research activity in USGS appropriations may not be used to conduct surveys on private property, unless specifically authorized in writing by the property owner.

(1) Accordingly, the Recipient shall not enter non-Federal real property for the purpose of collecting information regarding the property, unless the owner of the property has –

- consented in writing to the entry;
- been provided notice of that entry; and
- been notified that any raw data collected from the property must be made available at no costs, if requested by the land owner.

(2) In this provision, the term "Recipient" includes any person that is an officer, employee, or agent of the Recipient, including a person acting pursuant to a contract or sub-agreement.

(b) The Recipient shall comply with applicable State, local, and Tribal government laws, including laws relating to private property rights.

No Endorsement

Paragraph (b) applies to all Agreements. The remainder of this section applies only if:

- (1) the principal purpose of this Agreement is a partnership where the Recipient contributes resources to promote USGS programs or publicize USGS activities, assists in fundraising, or provides assistance to the USGS; and*
- (2) this Agreement authorizes joint dissemination of information and promotion of activities being supported; and*
- (3) the Recipient is not a State government, a local government, or a Federally-recognized Indian tribal government.*

(a) Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

(b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

(c) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

(d) A recipient further agrees to include this provision in a subaward to any subrecipient, except for a subaward to a State government, a local government, or to a Federally-recognized Indian tribal government.

Access to Research Data

(a) By regulation (43 CFR 12.936), recipients that are institutions of higher education, hospitals, or non-profit organizations are required to release research data first produced in a project supported in whole or in part with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law (e.g., regulations and administrative orders). "Research data" is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. It does not include preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects (e.g., laboratory samples, audio or video tapes); trade secrets; commercial information; materials necessary to be held confidential by a researcher until publication in a peer-reviewed journal; information that is protected under the law (e.g., intellectual property); personnel and medical files and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy; or information that could be used to identify a particular person in a research study.

(b) These requirements do not apply to commercial organizations or to research data produced by State or local governments. However, if a State or local governmental grantee contracts with an educational institution, hospital, or non-profit organization, and the contract results in covered research data, those data are subject to these disclosure requirements.

(c) Requests for the release of research data subject to this policy are required to be made to USGS, which will handle them as FOIA requests under 43 CFR 2.25. If the data are publicly available, the requestor will be directed to the public source. Otherwise, the USGS Contracting Officer/Grants Officer, in consultation with the affected recipient and the PI, will handle the request. This policy also provides for assessment of a reasonable fee to cover recipient costs as well as (separately) the USGS costs of responding.

Research Integrity

The Recipient shall adhere to the Federal Policy on Research Misconduct, Office of

Science and Technology Policy, December 6, 2001, 65 Federal Register (FR) 76260, http://www.ostp.gov/html/001207_3.html. The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions.

The Recipient shall promptly notify the USGS Project Office, with courtesy copy to the Contracting Officer, when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

Fiscal Integrity

The Recipient shall notify the USGS Contracting Officer of any significant problems relating to the administrative or financial aspects of this Agreement, such as misappropriation of Federal funds.

Program Income

(a) The Recipient will have no obligation to the Federal Government for program income earned from license fees and royalties for copyrighted material, in accordance with 43 CFR 12.924(h) or 43 CFR 12.65(e).

(b) If the Recipient is an educational institution or nonprofit research organization, any other program income will be added to funds committed to the project by the Federal awarding agency and Recipient and be used to further eligible project or program objectives, as described in 43 CFR 12.924(b)(1).

(c) For all other types of recipients, any other program income will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 43 CFR 12.65(g)(1) or 43 CFR 12.924(b)(3).

Trafficking in Persons

In accordance with 22 U.S.C. §7104(g), the following provision is included:

(a) Provisions applicable to a Recipient that is a private entity.

1. The Recipient, its employees, Subrecipients under this Agreement, and Subrecipients' employees may not--

i. Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect;

ii. Procure a commercial sex act during the period of time that this Agreement is in effect; or

iii. Use forced labor in the performance of this Agreement or subawards under this Agreement.

2. The USGS may unilaterally terminate this Agreement, without penalty, if the Recipient or a Subrecipient that is a private entity --

i. Is determined to have violated a prohibition in paragraph (a)(1) of this provision; or

ii. Has an employee who is determined by the Contracting Officer to have violated a prohibition in paragraph (a)(1) of this provision through conduct that is either--

A. Associated with performance under this Agreement; or

B. Imputed to the Recipient or the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented at 2 CFR 1400.

(b) Provision applicable to a Recipient other than a private entity. The USGS may unilaterally terminate this Agreement, without penalty, if a Subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph (a)(1) of this provision; or

2. Has an employee who is determined by the Contracting Officer to have violated an applicable prohibition in paragraph (a)(1) of this provision through conduct that is either--

i. Associated with performance under this Agreement; or

ii. Imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented at 2 CFR 1400.

(c) Provisions applicable to any Recipient.

1. The Recipient must inform the Contracting Officer immediately of any information received from any source alleging a violation of a prohibition in paragraph (a)(1) of this provision.

2. The USGS' right to unilaterally terminate this Agreement, described in paragraphs (a)(2) and (b) of this provision:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. §7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to the USGS under this Agreement.

3. The Recipient must include the requirements of paragraph (a)(1) of this provision in any subaward made to a private entity.

(d) Definitions. For the purposes of this provision:

1. "Employee" means either:

i. An individual employed by the Recipient or a Subrecipient who is engaged in the performance of the project or program described in this Agreement; or

ii. Another person engaged in the performance of the project or program described in this Agreement and not compensated by the Recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. §7102).

Alternate Dispute Resolution (ADR)

(a) The parties agree to use alternate dispute resolution (ADR) procedures to resolve disagreements or claims that may arise under this Agreement to the maximum extent practicable. ADR procedures may be used any time the USGS Contracting Officer has authority to resolve the issue in controversy. If either party refuses an offer of ADR, that party must provide a written explanation of the reasons for rejecting the offer.

(b) When appropriate, a neutral person (third party) may be used to facilitate resolution of the issue in controversy, using procedures chosen by the parties.

(c) The confidentiality of ADR proceedings will be protected consistent with 5 U.S.C. 574.

Encouraging Recipient Policies to Ban Text Messaging While Driving

(a) Definitions. As used in this clause--

“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Recipient is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subawards. The Recipient shall insert the substance of this clause, including this paragraph (d), in all subawards that exceed the micro-purchase threshold.

Central Contractor Registration and Universal Identifier Requirements

(a) Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers. If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition of this award term in paragraph C) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions. For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, Subpart C:

(i) A Governmental organization, which is a State, local government, or Indian Tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 11.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

(iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

(i) Receives a subaward from you under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

ARTICLE IX: ORDER OF PRECEDENCE

In the event of any inconsistency within this Agreement, the following order of precedence shall be followed:

1. The cover page.
2. Articles I through IX of this Agreement.
3. Other documents incorporated by reference, if any.